
SHORT AND LONG TERM DISABILITY PLANS

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SHORT AND LONG TERM DISABILITY PLANS

SUMMARY PLAN DESCRIPTIONS

OVERVIEW

The Bank's disability plans protect you against the loss of income that may result if you are ill or injured and unable to work.

Short term disability (STD) coverage begins on your first day of work and applies to the first year of disability. The Bank's STD plan combines sick leave and disability benefits to provide income for up to one year. Your employment status and length of service with the Bank determine the amount of your STD benefit.

When you become eligible, you are enrolled automatically for **long term disability (LTD)** coverage. If you meet the plan criteria and are totally disabled for more than one year, the LTD plan provides two-thirds of your regular monthly income — up to a maximum monthly LTD benefit of \$8,333.75. The LTD plan may provide monthly benefits for as long as your disability lasts or until you reach age 65. If you become totally disabled after age 62, LTD benefits may continue beyond age 65.

This section of *Your Benefits Answer Book* describes first the STD plans and then the LTD plan.

SHORT TERM DISABILITY

General

The UBOC Short Term Disability (STD) Program provides continued income for eligible employees in the event of an extended illness or serious injury that prevents the employee from working. The STD Program is administered by Voluntary Plan Administrators (VPA).

Although state disability laws vary, the Bank's policy is to provide comparable coverage to employees in all locations. To accomplish this, UBOC administers short term disability benefits under three separate plans:

California Voluntary STD Plan

Eligible employees in California participate in this plan, which provides benefits equal to or greater than the state disability plan.

Out-of-California STD Plan

Eligible employees outside California participate in a separate plan which is designed to mirror the California Voluntary STD Plan benefits.

New York Employees Private Disability Plan

Eligible employees in New York participate in two plans: the New York Private Disability Plan, which provides state-mandated benefits; and the Out-of-California STD Plan, which makes up the difference between New York state benefits and the Bank's STD program.

By law, your benefits under the Bank's plan can never be less than the benefits you would receive under a state-mandated disability program.

Eligibility

All UBOC employees are automatically enrolled in the appropriate STD plan upon hire. Your spouse and/or other dependents are not eligible to participate in the STD program.

Declining to Participate in UBOC's STD Plans

You may decline in writing to participate in the Bank's STD plans. The consequences of declining coverage vary from state to state. California and New York administer mandatory state disability programs, generally providing a lower level of benefits than the Bank's STD program. In other states, declining to participate in the Bank's STD program may jeopardize your income if you become unable to work.

Cost

Employees pay for STD coverage through payroll deductions in accordance with state laws. In April 2000, the contribution rate for all employees changed to 0.7% of gross pay up to the taxable wage limit of \$46,327 per year. The maximum contribution, using this formula, is \$324.29 per year. Because of the plan structure, New York employees see two deductions that together will not exceed 0.7% of gross pay.

When STD Coverage Begins and Ends

Your STD coverage begins on the first day of your employment with UBOC and ends on the earliest of the following dates:

- ◆ the last date of the calendar quarter during which you request in writing to withdraw from the plan (for non-California employees, the last date of the payroll period during which you request in writing to withdraw from the plan);
- ◆ the date the plan terminates;
- ◆ the date your employment with UBOC terminates;
- ◆ the sixteenth day of an unpaid leave of absence.

When STD Benefits Begin

You become eligible for STD benefits on the sixth consecutive workday you miss due to illness or injury, or on the first day you are hospitalized.

Benefit Amount***Benefits-Eligible Employees***

Your STD benefit begins with full pay for as many days as you have accrued sick leave. After your fifteenth day of absence, or if your sick time is exhausted earlier, you will be paid directly by Voluntary Plan Administrators (VPA) rather than by UBOC.

After your accrued sick time is exhausted, VPA will pay you 60% of your gross pay (through week 10 of your disability) and, if you remain on disability status, 80% of your *net* pay from weeks 11 through 52.

Non-Benefits-Eligible Employees

Non-benefits-eligible employees or employees with less than 60 days service with the Bank are limited to the state level of disability benefit (55% of gross pay to a maximum of \$336 per week).

Benefit Payment

Payments for the Bank's flexible benefits programs will be deducted from your check while you are on disability; these amounts are not included in your net pay amount. 401(k) Plan contributions and other voluntary deductions, such as United Way, are not taken while you are on disability.

Net pay is calculated as follows:

$$\begin{array}{r}
 \text{Gross Salary} \\
 - \text{Taxes} \\
 - \text{Flexible Benefits} \\
 \hline
 = \text{Net Pay}
 \end{array}$$

Tax Implications

Tax calculations are based on your authorized deductions as reflected on your W-4 form six months prior to your disability date.

STD benefit payments are not taxable income and will not appear on your W-2 form. When VPA reimburses the Bank for any sick hours paid during the first 15 days, that amount is subtracted from your gross wages for the year. When "VPA Reimbursement" appears on your check or pay advice, that adjustment has been made.

Returning to Work

Upon presenting your supervisor with a doctor's release clearing you to return to work and if you meet all other applicable policy requirements, you will once again be on the Bank's payroll.

When STD Benefits End

Your STD benefit will continue until one of the following occurs:

- ◆ You no longer meet the criteria for short term disability;
- ◆ You have exhausted the full 364 days of STD benefits (at this point you may become eligible for Long Term Disability);
- ◆ You refuse to undergo a medical exam or to furnish information to VPA;
- ◆ You are no longer under a doctor's care or refuse to follow the treatment plan recommended by your doctor;
- ◆ You die.

STD and Workers' Compensation

If your disability is work-related, you must file for both Workers' Compensation and STD benefits. Benefits due to you will be coordinated between Workers' Compensation and VPA. If the Workers' Compensation claim is denied or delayed, or if only a percentage of the daily rate of disability pay to which you are

entitled is paid, the STD plan will ensure that you receive the proper benefit amount.

You may in some cases receive payments simultaneously from the Bank and the Workers' Compensation carrier. If this happens, you must reimburse the Bank for any duplicate payments. In no case should you receive benefits that are more than your regular pay.

Reductions Due to Other Benefits

Your STD benefit payment will be reduced by any benefits related to the disability payable to you or your dependents from other sources, such as Social Security (retirement and/or disability), Workers' Compensation, other government plans, or amounts received because you were injured by a third party.

For example, assume you are injured in a car accident and as a result cannot work for six weeks. Your weekly STD benefit payment is \$500, making a total benefit of \$3,000 for the six-week period of disability. You later receive a settlement from the other party's insurance company for \$10,000. Your total STD benefit payment will be reduced by the amount of the settlement, so you will have to repay VPA the \$3,000.

Substance Abuse and Chemical Dependency

If your disability is related to substance abuse or chemical dependency (including alcoholism), your STD benefit and the length of time you receive benefits may be limited. For details, please contact VPA at (800) 326-2187 or refer to the Plan Document included in your STD packet.

Limitations and Exclusions

No STD benefit is payable if:

- ◆ Your disability is not certified by a licensed doctor ("doctor," as used in this program, means any duly licensed physician, surgeon, optometrist, dentist, osteopath, psychologist, accredited practitioner, chiropractor, or podiatrist; a licensed midwife or nurse practitioner may certify only to normal pregnancy and childbirth-related disabilities);
- ◆ Your disability is intentionally self-inflicted;
- ◆ You are confined to an institution by commitment or court order as an alcoholic, drug addict, or sex offender;
- ◆ You are incarcerated due to a criminal conviction, or become disabled as a result of committing a crime which results in a felony conviction;
- ◆ You are eligible to receive benefits under any federal or state unemployment compensation act.

Claiming Benefits

To ensure continuation of your income, you and your supervisor should take the following steps if you become disabled:

Employee Action

1. No later than your sixth consecutive day of work missed (or on the first day you are hospitalized), file your disability claim by calling VPA at (800) 326-2187. VPA will contact the Bank's STD Coordinator, who will send you information on the STD process.
2. Provide your supervisor with a doctor's statement showing the disability start date and approximate duration.
3. If applicable, provide VPA and your supervisor with a doctor's statement extending your disability end date before the current end date arrives.
4. On your first day back to work, provide your supervisor with a doctor's release. *You may not return to work without a written release from your doctor.*
5. On your first day back, also call the Bank's STD Coordinator at 8- or (619) 230-4521. *This is critical to ensure that your pay is not disrupted!*

Supervisor Action

1. Tell the employee to file a disability claim by the sixth consecutive missed day of work or first day of hospitalization. (See Employee Action 1.)
2. Request a doctor's statement from the employee showing the start and projected end dates of the disability.
3. Code the employee "Sick" on the time sheet in accordance with scheduled hours reflected on the Employee Profile, even if the employee doesn't have any available sick hours. *Failure to code the time sheet properly could result in no payment or overpayment!*
4. Request a doctor's release from the employee on his or her first day back at work.
5. Call the Bank's STD Coordinator to inform of the employee's return. *This is critical to ensure that the employee is reactivated on the payroll system.*
6. Fax the doctor's release to the STD Coordinator at 8- or (619) 230-3063.

Extension of STD End Date

Your doctor may extend your STD end date. If this happens, you must provide VPA with a doctor's certification stating the new estimated return-to-work date. If you do not provide this certification, your benefit payments will be interrupted.

Pregnancy-Related Disability

As with other disabilities, your doctor will determine the exact length of your pregnancy-related disability period. Doctors usually recommend six weeks following the birth of your baby (normal delivery) or eight weeks (cesarean). Any period of disability before the birth will be in accordance with your doctor's instructions. If your doctor certifies your disability for more than four weeks before your due date or more than six or eight weeks following delivery as described above, you will be required to provide VPA with additional medical evidence of disability before any benefit will be paid.

Returning from STD

When your doctor releases you to return to work, you must contact your supervisor as soon as possible and provide a written release indicating the date you may return to work and any restrictions, whether temporary or permanent, that must be considered.

If your doctor indicates that a temporary or permanent restriction must be considered before you return to work, the Bank will make every effort to accommodate the restriction and get you back to work as soon as possible. Please provide as much notice as possible if a restriction will apply.

Job Guarantee

Your guarantee to return to the job you held at the time you became disabled is affected by various factors. Please refer to the HR Policy Manual for more information.

The Short Term Disability Center

The STD Center, operated by Employee Relations in San Diego, performs the administrative and procedural tasks associated with STD for all Bank employees, regardless of the employee's work location.

For More Information

For more information, please contact the Bank's STD Coordinator at (619) 230-4521 or (800) 554-6075. You may also call VPA at (800) 326-2187. In addition, the UBOC HR Policy Manual contains detailed descriptions of the STD policy and disability leaves of absence.

LONG TERM DISABILITY

Cost of Coverage

Union Bank of California pays the full cost of your long term disability coverage. Contributions to the LTD plan are held in a VEBA (Voluntary Employee Benefit Association) account. For more information about plan funding and administration, see the ERISA and Plan Administration section of this *Answer Book*.

When LTD Coverage Begins

Your automatic LTD coverage begins two months after your date of hire or on the date you become benefits-eligible, whichever occurs later.

The following individuals are not eligible for the LTD plan:

- ◆ Peak-time tellers,
- ◆ Flexible non-benefits-eligible employees,
- ◆ Spouses, or
- ◆ Other dependents.

Total Disability

You can receive LTD benefits if you are totally disabled, as defined by the LTD plan, for at least 52 weeks. You are considered totally disabled if, because of illness or injury, you cannot continuously perform the substantial and material duties of your regular job. You will be asked to submit medical evidence of your disability to the claim administrator to determine your disability status and from time to time to verify your continued disability.

When LTD Benefits Begin

If you are totally disabled as defined by the LTD plan, your LTD benefits may begin after you have been unable to work for 364 consecutive calendar days. Then, after you have been on LTD for two years, you must meet additional criteria to continue LTD benefits:

- ◆ You must be unable to work in any occupation for which you are qualified by education, training, and experience.
- ◆ You also must apply and be approved for Social Security disability benefits, or
- ◆ If you meet the medical criteria for Social Security disability, but you are not approved for benefits solely because you have not worked long enough to accumulate the required "quarters of coverage," you will be eligible to continue LTD benefits. In this case, the plan administrator will determine whether or not you meet the Social Security criteria.
- ◆ If your disability is due to a mental or nervous disorder, you are eligible for LTD benefits for up to two years. See page 9 for more information.

Preexisting Conditions

If you become disabled during your first 12 months of coverage under the LTD plan, and the disability is due to a preexisting condition as defined below, you will not be eligible for LTD benefits.

A preexisting condition is any illness or injury for which you received medical services during the three months before your LTD plan coverage starts. Medical services include:

- ◆ Consulting a physician,
- ◆ Receiving medical treatment or services, or
- ◆ Taking medication prescribed or recommended by a physician.

If the condition existed before your LTD coverage began, but you did not receive medical services related to that condition, the preexisting condition limitation does not apply and you are eligible for benefits.

If a disability begins **after** you have been covered by the plan for 12 continuous months, you may receive LTD benefits, even if your disability is due to a preexisting condition.

How LTD Benefits Are Calculated

The LTD plan will provide two-thirds of your monthly base pay — up to a maximum monthly benefit of \$8,333.75. The minimum monthly benefit is \$50.

Monthly base pay is your salary, including deferred compensation and pre-tax contributions to other benefit plans, but excluding commissions, overtime earnings, incentive pay, bonuses, and any other additional compensation.

For most employees, the LTD plan will provide two-thirds of your monthly base pay. There is, however, a separate benefit calculation for employees in the following job classifications:

- ◆ Real Estate Loan Representative (Job Code 62000C); and
- ◆ Investment Specialist (Job Code 46147U).

For employees in the above classifications, the LTD plan benefit will be based on your average monthly commission earnings over the 18-month period preceding the start of your disability period. If you have worked for the Bank for less than 18 months when you become disabled, the benefit will be based on your average monthly earnings since your date of hire.

For all employees, the monthly minimum benefit available from the plan is \$50 and the maximum is \$8,333.75 per month.

Other Disability Benefits

The LTD plan coordinates benefits with other disability programs associated with Union Bank of California or the government, such as

Social Security disability and Workers' Compensation. If you are eligible for other disability benefits, your LTD payments will be reduced by the amount of those benefits so that your total payments from all sources are no more than the monthly benefit you would receive under the LTD plan if it were the only plan paying benefits.

The types of benefit that will be used to offset your LTD benefits include:

- ◆ Social Security disability benefits payable to you,
- ◆ Social Security benefits payable to your dependent because of your disability,
- ◆ Payments from Workers' Compensation programs or state disability insurance plans,
- ◆ Disability benefits provided by another employee benefit plan sponsored by Union Bank of California, including STD,
- ◆ Social Security or other government-sponsored retirement benefits payable after commencement of disability, and
- ◆ Normal (unreduced) retirement benefits from the Union Bank of California Retirement Plan payable after commencement of disability.

Payments from the LTD plan will be adjusted whenever one or more of these other benefits begin or change.

If you receive other disability benefits on a regular basis other than monthly, the monthly equivalent of that amount will be used to reduce your LTD benefit. If you receive other disability benefits in a lump sum, your LTD benefit will be reduced by a prorated amount over the shorter of the following time periods:

- ◆ The period for which you are expected to receive LTD plan benefits, or
- ◆ 60 months.

If you do not provide the required information, the plan administrator will estimate the benefits you are eligible to receive from other sources and your LTD benefits will be reduced by that

amount. If you later provide the documentation that other disability benefits were provided or denied, your LTD benefit will be recalculated.

Benefits from the LTD plan are calculated based on the information available at the time payment is due. If the benefit amount is later adjusted, benefits will be adjusted retroactively. In other words, you may receive additional payments, or you may be required to return overpayments.

An Example:

LTD Benefit Calculation

The following example shows how long term disability benefits are calculated. Let's assume that your annual base pay is \$31,500. Your LTD benefit is determined as follows:

BASIC LTD BENEFIT

Monthly base salary ($\$31,500 \div 12$)	\$2,625
2/3 of monthly base salary ($.6667 \times \$2,625$)	\$1,750

Later you qualify for a monthly Social Security disability benefit of \$500. When you become eligible for Social Security disability benefits, your Union Bank of California benefit is reduced dollar for dollar:

COORDINATED DISABILITY BENEFITS

Basic LTD benefit	\$1,750
minus	
Social Security benefit	\$500
equals	
LTD plan benefit	\$1,250

You continue to receive total benefits of \$1,750: \$500 from Social Security and \$1,250 from the LTD plan.

Social Security Disability Benefits

Social Security disability benefits can start after five calendar months of disability if the disability is permanent or expected to last at least 12 continuous months. Benefits will continue for as long as your disability lasts — up to age 65, if necessary. Your monthly Social Security benefit is the amount you would receive if you were age 65 at the time your disability started; this amount is based on your earnings up to the date the disability occurred.

Social Security disability benefits are not paid automatically. You must apply for them at your local Social Security office and you must show proof to the plan administrator that you have applied for Social Security benefits, if you are eligible for them. Contact your local Social Security office for more information.

How Disability Benefits Are Paid

If you qualify for LTD benefits, you will receive a check each month from the claims administrator. LTD benefits are paid at the end of each month during which you remain disabled up to the maximum benefit period (see the chart on page 9). If you should die while on LTD, benefits will be paid to your estate up to and including the date of your death.

How Long You Can Receive Benefits

If you are disabled before age 62 and continue to qualify for disability benefits under the LTD plan, LTD benefits will continue until you recover, reach age 65 or die. If you are disabled at or after age 62, benefits will continue until you recover, die or reach the maximum benefit period according to the following schedule:

AGE AT DISABILITY	MAXIMUM BENEFIT PERIOD
61 or younger	To age 65
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or older	12 months

Disabilities Due to Mental or Nervous Disorders

If your disability is due to a mental or nervous disorder, your LTD benefits can be paid for up to two years.

A "mental or nervous disorder" is defined as a psychological, behavioral, or emotional disorder, regardless of cause or origin, including physical symptoms of such disorders. The following conditions are examples of mental or nervous disorders:

- ◆ Stress disorders or ailments
- ◆ Bipolar affective disorder (manic depressive syndrome)
- ◆ Schizophrenia
- ◆ Depressive disorders
- ◆ Anxiety disorders
- ◆ Eating disorders
- ◆ Mental illness.

The following conditions are specifically excluded from this definition and are therefore not subject to the two-year limit on plan benefits:

- ◆ Alzheimer's disease
- ◆ Multiple sclerosis
- ◆ Amyotrophic lateral sclerosis
- ◆ Traumatic brain injuries
- ◆ Demonstrable structural brain damage.

The two-year limit is a lifetime maximum for all mental or nervous disorders. Benefits may continue beyond two years only if you are confined in a hospital or institution on the day benefits would otherwise end. In that case, benefits will continue while you are confined and for up to 90 days following your release. However, in no event will benefits for a mental or nervous disorder continue beyond the date benefits would end for any other type of disability.

Disabilities Due to Substance Abuse or Chemical Dependency

If your disability is due to substance abuse or chemical dependency, your LTD benefits can be paid for up to two years provided you are actively participating in a treatment program approved by the plan administrator. This limit is a lifetime maximum that applies to all disabilities related to the taking of any drug or controlled substance, including alcohol, unless taken under the direction of a licensed physician.

Rehabilitative Employment

In some cases, you may be eligible to receive LTD benefits for up to 18 months while you work in a rehabilitative setting. The purpose of this option is to encourage disabled individuals to try to work without penalty. Rehabilitative employment must be approved in advance by the plan administrator and will be reevaluated periodically.

Your LTD benefits will be reduced by 50% of the earnings you receive. The combined income you may receive from rehabilitative employment and long term disability benefits is limited to your base salary prior to disability.

For more information about rehabilitation opportunities, contact the plan administrator.

Recurrent Disabilities

During the Waiting Period

If you are disabled, return to work for less than 30 days, and are disabled again due to the same condition, both periods of disability will count toward the one-year waiting period for LTD benefits.

If one of the following events occurs, the waiting period begins again and you must wait an additional year before receiving LTD benefits:

- ◆ You return to work for 30 days or more, then become disabled again by the same condition, or
- ◆ You return to work for one full day or more, then become disabled by an unrelated condition.

In some cases, you may be eligible for short term disability benefits while you are satisfying the new waiting period for long term disability.

After LTD Benefits Begin

If you begin receiving LTD benefits, recover and return to work for less than 12 months, and are totally disabled again due to the same condition, LTD payments will resume as soon as your second disability period begins. There is no waiting period.

If one of the following events occurs, the qualifying process begins again and you must wait one year to be eligible for LTD benefits:

- ◆ You return to work for 12 months or more, then become disabled again by the same condition.
- ◆ You return to work for one full day or more, then become disabled by an unrelated condition.

In some cases, you may be eligible for short term disability benefits while you are satisfying the new waiting period for long term disability. Contact the STD Coordinator for more information.

How Disability Affects Your Other Benefits

If You Are Vested in the Retirement Plan

when you are first disabled, you will be eligible to continue medical and dental coverage as long as you remain disabled and are receiving LTD benefits from Union Bank of California. You must pay a portion of the cost for continued health coverage.

Your basic life (\$10,000) and basic accident (\$10,000) coverage will terminate. Any other supplemental insurance coverage, including supplemental employee life, spouse life, dependent child life, and supplemental accident insurance will also terminate. You will have the option to convert coverage to individual policies. For more information about converting coverage, see the Life and Accident Insurance section of this *Answer Book*.

Employees of the Former Bank of California, N.A. — The rules for continuing medical, dental, and life insurance coverage while on disability were different under the former Bank of California plan. If you qualified for short term disability prior to January 1, 1997, you are eligible to continue medical, dental, vision, Employee Assistance Program, and supplemental employee life insurance coverage for as long as you receive benefits from the LTD Plan.

The Bank pays the full cost of this coverage for you; you must pay to cover dependents. You will participate in an open enrollment each year, when you will have the option to change your medical and dental plan elections. You will not have the option to increase your life insurance coverage.

If You Are Not Vested in the Retirement Plan when you are first disabled, your employment and benefits will terminate on the day you exceed the maximum leave period of one year. You will be eligible to continue health coverage under COBRA. You also may convert life and accident insurance to individual policies. See the Flex Plan Summary section and the Life and Accident Insurance section of this *Answer Book* for more information about continuing or converting your existing coverage.

When you become eligible for LTD, you will receive more information from Corporate Benefits about continuing or converting your existing coverage.

If you are enrolled in a Union Bank of California medical plan, you must enroll in Medicare Parts A (Hospital Insurance) and B (Supplementary Medical Insurance) when you become eligible for Medicare. Your covered dependents must also enroll in Medicare when they become eligible. At that time, your Union Bank of California premium is reduced

because Medicare becomes the primary coverage for those who are eligible.

Exclusions

The LTD plan does not cover disabilities resulting from:

- ◆ Any act of war, whether declared or undeclared,
- ◆ An injury or illness sustained while in the armed forces of any country, government, or international authority,
- ◆ Abuse of drugs or controlled substances, including alcohol, unless participating in an approved treatment program,
- ◆ Participation in a felony, riot, or insurrection, or
- ◆ Any intentionally self-inflicted injury, suicide, or attempted suicide.

When Your Disability Benefits End

Your benefits under the plan stop on the date that:

- ◆ You no longer meet the plan criteria for total disability,
- ◆ You reach the plan's maximum benefit period, or
- ◆ You die.

When Your Coverage Ends

Your coverage under the LTD plan stops on the date that:

- ◆ You are no longer an eligible employee,
- ◆ You resign, retire, are laid off, or are terminated, or
- ◆ The plan terminates.

Claiming Benefits

You will receive a claim form from the claims administrator when you have been totally disabled for close to one year. The administrator will ask you to submit a physician's written statement and may require that you undergo medical examinations by an independent specialist to confirm your eligibility for disability benefits. If the administrator requires another doctor's opinion, you will not be charged for the visit to that doctor.

For More Information

Completed claim forms and questions about your claim should be directed to the claims administrator. For other questions, contact Corporate Benefits.